

SO ORDERED.



1 **TIFFANY & BOSCO**
2 P.A.
3 **2525 EAST CAMELBACK ROAD**
4 **SUITE 300**
5 **PHOENIX, ARIZONA 85016**
6 **TELEPHONE: (602) 255-6000**
7 **FACSIMILE: (602) 255-0192**

Dated: February 15, 2011

Charles G. Cox
CHARLES G. COX, II
U.S. Bankruptcy Judge

Mark S. Bosco
State Bar No. 010167
Leonard J. McDonald
State Bar No. 014228
Attorneys for Movant

10-56055

10 **IN THE UNITED STATES BANKRUPTCY COURT**

11 **FOR THE DISTRICT OF ARIZONA**

13 IN RE:

No. 2:10-bk-38987-CGC

14 David H. Cox

Chapter 7

Debtor.

ORDER

16 Wells Fargo Bank, N.A.

(Related to Docket #10)

Movant,

vs.

18 David H. Cox, Debtor, Lothar Goernitz, Trustee.

19 Respondents.

21 Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed
22 Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any,
23 and no objection having been received, and good cause appearing therefore,

24 IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated November 3, 2003 and recorded in the office of the
3 Kootenai County Recorder wherein Wells Fargo Bank, N.A. is the current beneficiary and David H. Cox
4 has an interest in, further described as:

5 UNIT 2, LOT 4, BLOCK 2, VILLAGE II CONDOMINIUMS 2ND ADDITION, ACCORDING
6 TO THE PLAT RECORDED IN BOOK I OF PLATS, PAGE 431, RECORDS OF KOOTENAI
7 COUNTY, IDAHO, TOGETHER WITH AN UNDIVIDED INTEREST IN THE REMAINING
8 COMMON AREA AS SET FORTH AND DEFINED IN THE CONDOMINIUM
9 DECLARATION OF THE VILLAGE II RECORDED AS INSTRUMENT NO, 1659483 AND
10 RERECORDED AS INSTRUMENT NO. 1665045.

11 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written
12 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
13 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
14 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
15 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

16 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
17 to which the Debtor may convert.
18
19
20
21
22
23
24
25
26